

SECTION I CONTRACT CLAUSES

1. **CLAUSES INCORPORATED BY REFERENCE**

(FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.arnet.gov>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	OCT 1995	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RECESSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 1997	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	Aug 2000	PRINTING/COPYING DOUBLE-SIDED RECYCLED PAPER
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-19	NOV 1999	NOTIFICATION OF OWNERSHIP CHANGES
52.217-8	NOV 1999	OPTION TO EXTEND SERVICES
52.219-6	JUL 1996	NOTICE OF TOTAL SMALL BUSINESS SET- ASIDE
52.219-8	OCT 1999	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-14	DEC 1996	LIMITATIONS ON SUBCONTRACTING
52.222-3	AUG 1996	CONVICT LABOR
52.222-21	FEB 1999	CERTIFICATION OF SEGREGATED FACILITIES
52.222-26	FEB 1999	EQUAL OPPORTUNITY

NUMBER	DATE	TITLE
52.222-35	APR 1998	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	JAN 1999	EMPLOYMENT RECORDS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.223-5	APR 1998	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION
52.223-6	JAN 1997	DRUG-FREE WORKPLACE
52.223-10	AUG 2000	WASTE REDUCTION PROGRAM
52.225-13	JUL 2000	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-3	APR 1984	PATENT INDEMNITY
52.227-17	JUN 1987	RIGHTS IN DATA – SPECIAL WORKS
52.229-3	JAN 1991	FEDERAL, STATE, AND LOCAL TAXES
52.229-5	APR 1984	TAXES -- CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO
52.232-1	APR 1984	PAYMENTS
52.232-8	MAY 1997	DISCOUNTS FOR PROMPT PAYMENT
52.232-9	APR 1984	LIMITATIONS ON WITHHOLDING PAYMENTS
52.232-11	APR 1984	EXTRAS
52.232-17	JUN 1996	INTEREST
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	JUN 1997	PROMPT PAYMENT
52.232-33	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION
52.233-1	DEC 1998	DISPUTES
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	APR 1984	CHANGES -- FIXED PRICE ALTERNATE I
52.245-2	DEC 1989	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)
52.246-25	FEB 1997	LIMITATION OF LIABILITY—SERVICES
52.249-2	SEP 1996	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)

NUMBER	DATE	TITLE
52.253-1	JAN 1991	COMPUTER GENERATED FORMS
DOI ACQUISITION REGULATION (48 CFR CHAPTER 14) CLAUSES		
1452.203-70	JUL 1996	RESTRICTION ON ENDORCEMENTS
1452.215-70	APR 1984	EXAMINATION OF RECORDS BY THE
		DEPARTMENT OF THE INTERIOR
1452.215-71	APR 1984	USE AND DISCLOSURE OF PROPOSAL
		INFORMATION DOI

2. **OPTION TO EXTEND THE TERM OF THE CONTRACT**
(FAR 52.217-9) (MAR 2000)

- A. The Government may extend the term of this contract by written notice to the Contractor within the time specified in the Schedule; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- B. If the Government exercises this option, the extended contract shall be considered to include this option clause.
- C. The total duration of this contract, including the exercise of any option under this clause, shall not exceed three years.

3. **RIGHTS TO PROPOSAL DATA (TECHNICAL)**

Except for data contained on pages _____, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights unless otherwise delivered with the legend contained in Technical Data Confidentiality contained in Section L, Page L-3 and to the technical data contained in the proposal dated _____, upon which this contract is based.

4. **LOBBYING WITH APPROPRIATED MONEYS**
(18 U.S.C. 1913)

No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its department or agencies from communicating to Members of Congress on the request of any Member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.

Whoever, being an officer or employee of the United States or of any department or agency thereof, violates or attempts to violate this selection, shall be fined not more than \$500 or imprisoned not more than one year, or both; and after notice and hearing by the superior Officer vested with the power of removing him, shall be removed from office or employment.

5. **ORDERING**

- A. Any supplies and services to be furnished under this contract shall be ordered by issuance of Task Orders by users identified in Section G, Authorized Users. Such orders may be issued from the effective date of the contract through the duration of the contract.
- B. All Task Orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or Task Order and this contract, the contract shall control.

6. **DELIVERY-ORDER LIMITATIONS**
(FAR 52.216-19) (OCT 1995)

- A. **MINIMUM ORDER.** When the Government requires supplies or services covered by this contract in an amount of less than \$25.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- B. **MAXIMUM ORDER.** The Contractor is not obligated to honor--
 - (1) Any order for a single item in excess of \$100,000.
 - (2) Any order for a combination of items in excess of \$100,000.
 - (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- C. If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- D. Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

7. **INDEFINITE QUANTITY**
(FAR 52.216-22) (OCT 1995)

- A. This is an Indefinite Quantity Contract for the supplies or services specified in Section C of the contract. The guaranteed minimum workload limit and maximum workload limit are specified in Section B of the contract.
- B. Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in Section C. The orders shall be placed in accordance with the guaranteed minimum workload limit and the maximum workload limit specified in Section B.
- C. Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- D. Any Task Order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract beyond the effective period of the contract.

8. **OZONE DEPLETING SUBSTANCE**
(52.223-11) (JUN 1996)

- A. Definition. "Ozone-depleting substance", as used in this clause, means any substance designated as Class I by the Environmental Protection Agency (EPA) (40 CFR Part 82), including but not limited to chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or any substance designated as Class II by EPA (40 CFR Part 82), including but not limited to hydrochlorofluorocarbons.
- B. The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning Contains (or manufactured with, if applicable) *_____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

9. **ORDER OF PRECEDENCE**

Any inconsistency in the contract will be resolved by giving preference in following order:

- A. Section C, Description/Specifications/Work Statement;
- B. Section J, List of Documents, Exhibits, and Other Attachments;
- C. Section B, Supplies or Services and Prices/Costs;
- D. Section I, Contract Clauses; and
- E. Section K, Representations, Certifications, and Other Statements of Offerors.